

Terms and Conditions

Budacare Medical Kft.

Effective from 13 May 2026 until revoked

1. GENERAL PROVISIONS

1.1. This document governs the mandate relationship concerning the healthcare service provided by Budacare Medical Kft. (registered office: 2314 Halásztelek, Bánki Donát utca 6, door 1; company registration number: 13 09 223276; tax number: 29266333-2-13) and its client - hereinafter: the Client - hereinafter: the Contract. Budacare Medical Kft., or the Service Provider, and the Client are hereinafter separately referred to as a Party and jointly as the Parties.

1.2. These Terms and Conditions apply, as a general rule, to all matters not expressly regulated by the individual service contract concluded between the Service Provider and the patient using the healthcare service - hereinafter: the Client - and form an inseparable part of the contractual relationship between the Parties. By signing the service contract (patient information sheet, consent statement, etc.), the Client acknowledges that they have read, understood and accepted these Terms and Conditions and recognise their provisions as binding.

1.3. The Service Provider is entitled to amend these Terms and Conditions unilaterally at any time. The amendment must be published on the Service Provider's website and displayed in printed form in the patient waiting area at least 15 days before it enters into force. The amended Terms and Conditions become effective upon publication on www.budacaremedical.hu.

1.4. By mutual agreement, the Parties may record individual conditions for the use of services in a separate individual contract. In the case of conflict, the individual contract prevails. For the purposes of these Terms and Conditions, the Client may be a private individual and their beneficiary, or a legal person or organisation without legal personality that orders the Service for itself or for beneficiaries designated by it.

1.5. If the Client designates a beneficiary for the use of the service, the Client must inform that person of the available services and conditions of use. These Terms and Conditions govern the Contract from the time of the Client's appointment booking, and the Contract is concluded by such implied conduct.

1.6. This legal transaction is not subject to the 14-day right of withdrawal laid down in Government Decree 45/2014 (II.26.), because Section 2 of that decree excludes contracts for healthcare services within the meaning of the Healthcare Act.

2. THE SERVICE

2.1. The Service Provider undertakes to provide healthcare and related services to the Client or to their beneficiary (for example a child or family member) in accordance with applicable laws, professional protocols, the Contract, its annexes and these Terms and Conditions.

2.2. The Service Provider declares that it has the material and personnel conditions necessary for performance, general professional liability insurance for its healthcare activity, and the appropriate official licences.

2.3. The Client orders the Service(s) provided by the Service Provider and undertakes to use them under these Terms and Conditions and to perform all contractual obligations. By confirming the order, the Service Provider accepts the mandate subject to available capacity and sends detailed information by e-mail about the necessary information and the process of providing the Service.

2.4. The scope of the Service includes:

- internal medicine outpatient specialist care provided by the Service Provider, including telemedicine where available. At the premises the Service Provider performs level 0 laboratory activities (blood sampling), while all further laboratory tests are provided with external partners;
- sampling by a specialist, nurse or other contracted person and evaluation of the results in a testing laboratory in accordance with healthcare laws;
- organisational information provided by the Service Provider;
- management of Hungarian-language documentation connected with the Service, and, within a separate service and upon request, English-language documentation of informative nature only, including issuance and subsequent sending of medical, laboratory and test results, settlement and invoicing, and lawful data protection;
- safe provision of the Service and infrastructure complying with laws and licence conditions;
- organisational and communication tasks for using the Service, especially e-mail, telephone and web-based customer-service type information, appointment scheduling and modification, and administration necessary for the Service. The Service Provider does not operate a telephone call-centre service and does not record telephone calls.

2.5. The scope of the Service does not include:

- making available meeting times between the specialist and the patient within a deadline unilaterally determined by the Client;
- service or advice outside the examination time allocated to the Client;
- general organisational information provided by telephone, e-mail or another channel does not constitute medical, healthcare or legal advice and does not replace a personal or telemedicine medical consultation.

2.6. During the use of the Service, the Parties must cooperate. The Client must inform the Service Provider and the healthcare professional of all circumstances and facts of which the Client is aware, especially health risk factors and any fact related to their illness that may endanger the life or physical integrity of others.

2.7. If the Client fails to comply with the above information obligation, the Service Provider bears no professional or financial liability for consequences or damages arising from such omission. The Client declares that they use the healthcare service with their right to free self-determination ensured. The Service Provider's professional liability is limited to its own sphere of operation.

3. CONDITIONS FOR USING THE SERVICE

3.1. Prior registration is required. The Client may initiate appointment scheduling by completing the appointment request form at www.budacaremedical.hu. The Service Provider is not liable for problems arising from appointments initiated otherwise. The appointment becomes valid upon written confirmation.

3.2. By signing these Terms and Conditions, the Client declares that before using the service they received full information from the Service Provider's staff about the nature of the service, the rights and obligations of the Parties, these Terms and Conditions and the payable fees. Unless they request otherwise in writing, the Client considers the Service Provider's forms, information sheets and consent statements sufficient.

3.3. The Service Provider may ensure communication and appointment scheduling by telephone, e-mail, web interface or the appointment booking system used by the Service Provider. The Service Provider does not operate a call-centre and does not record telephone conversations. Information provided by telephone, e-mail or other means is primarily organisational and administrative; medical, healthcare or legal advice may be provided only by an authorised professional within an appropriate care or consultation framework.

3.4. The Client acknowledges that due to the processing time of e-mail appointment scheduling they may lose offered examination time(s). The Client must appear in a suitable physical and hygienic condition and in a mental state free from mind-altering substances; otherwise the Service Provider may refuse the service.

3.5. The Service Provider has no duty to provide care in respect of its services and may refuse the Service without giving reasons. The Client must be available to the specialist 5 minutes before the pre-arranged examination time. If the Client arrives more than 10 minutes late, they may be treated only if the next punctual Client can still be treated on time.

3.6. The Client must comply with instructions received during appointment scheduling and in the confirmation e-mail; otherwise the examination/treatment may fail or may be refused due to the Client's fault. Accurate data reconciliation is a further condition of using the Service. Personal data processing is governed by the Privacy Notice published by the Service Provider.

3.7. The Client must inform the Service Provider's staff of any change in their data upon later appointments. The Service Provider makes reasonable efforts to ensure that the service takes place on the agreed day, but assumes no liability for damages arising from delayed commencement of examinations. In case of significant delay, a replacement appointment may be offered but cannot be required.

3.8. The Service and related administration are provided in Hungarian. In certain cases, if indicated in the price list, English-language documentation or information may be issued for a separate fee. The Service Provider strives to serve Clients in English professionally but cannot assume liability for related errors.

3.9. Upon accepting an offer the Client incurs a payment obligation. For using the Service, the Client must provide:

- family name and given name;
- place and date of birth;
- mother's name;
- TAJ number, if the Client has a TAJ card;
- telephone number;
- e-mail address;
- invoicing data;
- other personal and health data necessary for the care.

3.10. By using the Service, the Client acknowledges that, for identification, accurate healthcare identification, patient safety and completeness of healthcare documentation, the Service Provider may request presentation of the Client's identity document. The Client gives their express consent for the Service Provider to make a paper copy of the identity card or passport presented for identification and to process it as part of the patient documentation under the Privacy Notice. The Service Provider does not make copies of address cards; presentation of the address card may occur only for checking or clarifying data if necessary.

3.11. When completing the outpatient record, the Client must inform the attending physician of all facts, information, data and circumstances necessary for establishing medical history, including previous illnesses, treatments, medicines and medicinal products taken regularly or occasionally, health risk factors, and sensitivity to ingredients of medicines.

3.12. If the Client fails to fulfil their contractual and statutory information obligations, the Service Provider and the attending physician are released from the resulting consequences and bear no professional or financial liability.

3.13. By signing the outpatient record, patient information sheet, consent statement or other healthcare documents, the Client acknowledges that the Service Provider processes their personal and health data for providing healthcare, recording medical history, establishing diagnosis, preparing a treatment plan, documenting care and fulfilling statutory obligations.

3.14. The Client gives their express consent for the Service Provider to process the data contained in health documents, findings, previous medical records, discharge summaries and examination results voluntarily provided or handed over by the Client for healthcare, learning the medical history, supporting diagnostic and therapeutic decisions and maintaining healthcare documentation. Detailed rules, purposes, legal bases, data categories, recipients and retention periods are contained in the current Privacy Notice.

3.15. The Client must make in writing the statements necessary for treatment and required by law. If the Client refuses to sign information, consent or status assessment statements required by law or requested by the Service Provider, the Service Provider may refuse the Service and enforce related costs.

3.16. The service contract and necessary statements must be signed by the person using the ordered healthcare service. The Service Provider does not accept a representative's signature in this respect. In the case of legally incapacitated or limited-capacity persons, the legal representatives or guardian sign and are liable as sureties for the fees.

3.17. The Client consents to sampling examinations necessary for treatments. The Client acknowledges that imaging or other diagnostic examination may become necessary and may require a separate consent statement if law or professional rules require it; such examination may be a condition for continuing treatment.

4. BY PLACING AN ORDER, THE CLIENT ACCEPTS THE FOLLOWING

4.1. The e-mail address provided by the Client is recorded as the communication e-mail address.

4.2. The Service Provider processes the Client's e-mail address, telephone number and other personal data necessary for the Service for performance, communication, appointment scheduling, healthcare documentation, invoicing and statutory obligations, according to the Privacy Notice. Marketing inquiries, newsletters or direct marketing may occur only on the basis of the Client's separate, voluntary and express consent.

4.3. The Contact Person declares that they are entitled to order the service on behalf of the Client, make the above statements and provide data of the persons to be examined.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

5.1. The Service Provider must provide the Service professionally and in accordance with these Terms and Conditions.

5.2. The Service Provider may contact the Client for performance of the Contract, organising the healthcare service, appointment scheduling and modification, information, sending documents, invoicing and complaint handling. Communication may take place by e-mail, telephone, web interface, appointment booking system or telemedicine system.

5.3. Marketing inquiries: The Service Provider sends marketing offers, newsletters, advertising or direct marketing to the Client only if the Client has given prior, voluntary, separate and express consent. The Client may withdraw marketing consent at any time without reasons. Withdrawal does not affect the lawfulness of processing before withdrawal and does not affect use of the healthcare service.

5.4. Service fees and payment conditions: The Service Provider may charge fees, published on its website in an official price list. It reserves the right to determine and modify fees. Affected Clients with scheduled appointments must be informed in advance; otherwise the new pricing applies only to Clients requesting a new appointment. The current price list is available at www.budacaremedical.hu. Incorrect information does not oblige the Service Provider to apply individual pricing.

5.5. The Client may pay by:

- bank card;
- bank transfer;
- cash.

5.6. Online bank card payments are made through the SimplePay system. Bank card data do not reach the Service Provider; the service is provided by SimplePay Zrt. If advance payment is required, the Client must pay the fee at the same time as submitting a complete order through the website. The invoice is sent afterwards by e-mail or in accordance with applicable laws. In cash payment, the Client pays on site at the time of using the service.

6. RIGHTS AND OBLIGATIONS OF THE CLIENT

6.1. The Client must pay the fee by the due date. Unless otherwise agreed, the fee becomes due immediately after treatment.

6.2. The Client must inform the Service Provider in writing of any change in personal or company data without delay, but no later than the start of the service. If unable to attend a scheduled examination/treatment, the Client must notify the Service Provider as soon as possible.

6.3. The Client is entitled to use the professional Service if the fee is paid in accordance with these Terms and Conditions. The Client must become familiar with these Terms before using the Service and must comply with them during performance. The Client must cooperate with the Service Provider's staff and contributors and respect the Service Provider's operating rules.

7. LIABILITY

7.1. The Service Provider does everything possible to heal the Client, assess their condition or provide the healthcare service professionally, but the result and final healing time may differ from the average due to the biological responsiveness of the human body and unforeseeable factors.

7.2. The Service Provider assumes no liability for any complication, consequence or damage arising from the Client's failure to comply with the Contract, these Terms and Conditions or the attending physician's instructions, or from not providing necessary data and information, or providing them late or inaccurately.

8. CONFIDENTIALITY, DATA PROTECTION AND DATA PROCESSING

8.1. The Parties must treat personal data, health data, business secrets and other confidential information as confidential and may use them only to the extent necessary for performing the Contract, providing healthcare, fulfilling statutory obligations or enforcing legitimate claims.

8.2. The Service Provider processes personal and health data in accordance with applicable laws, especially the GDPR, the Act on Informational Self-Determination and Freedom of Information, the Healthcare Act, and the Act on the Processing and Protection of Health and Related Personal Data.

8.3. The Service Provider publishes a separate Privacy Notice on personal and health data processing, which forms an inseparable part of these Terms and Conditions and is available on the website. The Privacy Notice contains purposes, legal bases, data categories, processing duration, data transfer recipients, processors and data subject rights.

8.4. The Client acknowledges that the Service Provider processes their personal and health data for providing and documenting healthcare, EESZT data reporting and document uploading, invoicing and accounting obligations, and statutory obligations.

8.5. The Client gives express consent for the Service Provider to process health documents, previous findings, discharge summaries, examination results and other medical records voluntarily made available by the Client for healthcare, medical history, diagnostic and therapeutic decisions and documentation.

8.6. The Client gives express consent for the Service Provider to make a paper copy of the presented identity card or passport and process it as part of patient documentation for identity confirmation, accurate healthcare identification, patient safety and completeness of documentation. The Service Provider does not copy address cards.

8.7. The Service Provider does not operate a call-centre and does not record telephone conversations. For telemedicine services the call is not recorded; only administrative and healthcare documentation data related to the care are retained.

8.8. Data processing for marketing purposes: newsletters, advertising inquiries, direct marketing offers or other marketing messages are sent only on the basis of the Client's prior, voluntary, separate and express consent. Marketing consent is not a condition for using the healthcare service and may be withdrawn at any time without reasons; withdrawal does not affect the lawfulness of prior processing.

8.9. Data, information and documents may be transferred to third parties only on the basis of a statutory obligation, transfer necessary for organising or providing healthcare, the Client's consent, or the Service Provider's legitimate interest as set out in the Privacy Notice. The confidentiality obligation remains in force without time limit during and after these Terms and Conditions. The Parties are liable for damages arising from breach of their data protection and confidentiality obligations.

9. COMPLAINT HANDLING

9.1. The Client has the right to lodge a complaint if they believe their interests are harmed. The complaint must be submitted in writing to clinic@budacaremedical.hu or by post to the Service Provider's registered office, with a precise description, the invoice received when using the healthcare service, and information enabling identification of persons involved. If data are incomplete, the Service Provider cannot conduct the complaint handling procedure.

9.2. The Service Provider excludes oral complaints, oral complaint handling, immediate complaint handling and complaint handling by a deadline individually set by the Client. In case of complaint, the Service Provider examines the matter and replies in writing within 15 working days. In case of a damages claim this period may be extended by a further 15 days due to internal investigation.

9.3. Remedies: If the complaint is wholly or partly rejected, or the deadline expires without result, the Client may turn to the competent consumer protection authority or conciliation body. The contact details of conciliation bodies are available in the official registers in force at any time. In cross-border online consumer disputes the legally designated conciliation body may be competent. The conciliation body attempts to settle consumer disputes out of court; the Service Provider has a duty to cooperate. The Client may also enforce claims before a court according to the Civil Code and the Code of Civil Procedure.

10. MISCELLANEOUS PROVISIONS

10.1. The Service Provider may amend these Terms and Conditions at any time and publishes amendments on www.budacaremedical.hu. If any provision is invalid or unenforceable, the remaining provisions remain valid.

10.2. Matters not regulated in these Terms and Conditions are governed by the Civil Code, the Healthcare Act, applicable laws and professional protocols. The Parties primarily wish to settle disputes amicably; if consultation is unsuccessful, they turn to the court having jurisdiction and competence.

10.3. These Terms and Conditions enter into force on 13 May 2026 and remain valid until revoked.

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